



Tuolumne County REQUEST FOR PROPOSAL FOR TESTING AND INSPECTION SERVICES

Notice is hereby given that the County of Tuolumne (Owner) is inviting proposals from qualified firms to provide testing and inspection services for the Tuolumne County Jail Access Road and transit Center Project (Project). Proposals will be received, as specified herein, until **2:00 PM on Monday, June 27, 2016.**

I. Project Summary

The Project generally consists of the construction of a one story 1345 SF transit building, a 520 SF bus shelter and site improvements that include the extension of Justice Center Drive, bus turnaround, jail access road, rough grading of the Justice Building site, planters/seat walls, walkways, utilities and landscaping. The above referenced work is contained on the Law and Justice Center Campus off of Old Wards Ferry Road and Highway 108 (See attached Project Site Map).

The project is located at 12879 Justice Center Drive, Sonora, California. Construction is scheduled to begin August 8, 2016 and last through February 10, 2017.

The testing and inspection firm will work with and under the direction of the Owner's Construction Manager and the Tuolumne County Building Official. Specifically the plans and specifications for the Project calls for special inspection and testing of the following:

- Structural Steel Construction Section 1705.21
- Post-Installed Anchors See drilled-in anchor notes

II. Consultant Qualifications

The firm and staff proposed to be assigned responsibilities on this project must be highly qualified and have extensive experience in all aspects of site and facility testing and inspection on similar projects. They must also have the proven capability to effectively and efficiently work with a project team in the implementation of construction quality control programs. Consultant qualifications shall include:

1. A minimum 5 years continuing experience in providing testing and inspection services preceding date of these Contract Documents.
2. Capability and experience in providing on-site inspections of similar facilities in accordance with the California Building Code.
3. Capability and experience in providing materials sampling and testing as required for the Project.
4. Required licenses and certifications to provide the specified services.
5. Experience in working with Public Agencies in the quality control of similar facilities.

III. Scope of Service

The scope of service to be provided shall include all independent soils and materials testing required for the project along with California Building Code compliance inspections and quality assurance inspections as outlined in the project specifications. The scope of service shall include but is not necessarily limited to the following:

1. Assist the County's Construction Manager, Architect and Contractor in the development and implementation of a Quality Assurance Plan for the Project.
2. Provide all structural tests and special inspections as required by Chapter 17 of the 2013 California Building Code.
3. Provide all testing and inspection as required as by Contract Documents and additional tests or inspections as required by the Owners Project Manager.
4. Provide all soils analysis, compaction testing and excavation inspections as required by Chapter 18 of the 2013 California Building Code.
5. Provide qualified personnel at site.
6. Certification of Building Pad following rough grading.
7. Concrete testing and inspection, concrete mix design review, concrete placement inspection, sampling and cylinder testing.
8. Rebar reinforcement inspections, ties, overlaps, and clearance requirements.
9. Steel fabrication, welding and bolt testing and inspection.
10. Perform specified inspecting, sampling, and testing of products in accordance with specified standards and report all compliant and non-compliant test findings.
11. Ascertain compliance of materials and mixes with requirements of Contract Documents.
12. Promptly notify Owner's Construction Manager and Contractor of observed irregularities or non-conformance of work or products.
13. Attend pre-construction meeting and progress meetings, when requested.
14. Prepare, cure, store, and transport project samples to the laboratory as required and in compliance with specified standards.
15. All work must conform to the requirements of all applicable laws, codes, ordinances, and regulations.
16. Testing and Inspection Agency is not authorized to:
 - a. Release, revoke, alter, or enlarge on the requirements of the contract documents
 - b. Approve or accept any portion of the Work, or;
 - c. Perform any duties of the Contractor
17. Masonry inspection including high and low lift grout inspections, cleanouts, cells.

IV. Project Schedule

The contract documents call for a construction period of 420 calendar days from the Notice to Proceed date. A detailed construction schedule will be developed by the awarded contractor. Anticipated Notice to Proceed date, as of the issuance of this RFP, is August 8, 2016.

V. Insurance

The Contractor, prior to beginning work on the subject Contract, shall furnish to the County a Certificate of Insurance setting forth that, in the event of accident or occurrence which may give rise to a claim to lawsuit against the County or its officers and employees, he has in full force and effect Bodily Injury Liability and Property Damage Liability Insurance.

A. **Workers Compensation**- in compliance with the statutes of the State of California.

B. **General Liability** – insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. The Certificate of Insurance shall indicate the aforementioned.

C. **Automobile Liability** – insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.

D. **Professional Liability**- professional errors and omissions liability insurance with a minimum limit not less than \$1,000,000 per claim with an aggregate limit of \$2,000,000.

Said Certificate of Insurance shall be in a form acceptable to the County and shall provide that the County, its officers, agents, and employees are additional insured under such a policy. Copies of a Certificate of Insurance form and Additional Insured Endorsement form acceptable to the County may be obtained from the County Risk Manager, County Administrative Center, 2 South Green Street, Sonora. The policy may not be canceled or reduced in coverage until after 30 days written notice. Wording to this effect shall be on the policy.

VI. Proposal Requirements

All proposals shall be submitted on 8½" x 11" paper with a table of contents and reference tabs for key sections as identified below.

1. Letter of introduction signed by an authorized representative of the organization.
2. Provide an overview of the firm and its capabilities
 - a. Type of organization and company structure
 - b. Number of years firm has been in business
 - c. Location of office that will be responsible for providing services
3. Provide a listing and brief description of three projects of similar scope and size completed by the firm within the last 5 years.
 - a. Provide references and phone numbers for each project
 - b. Identify any staff members that are being proposed for this project who were involved in the listed project.

4. Provide a narrative description of the firms approach to this project:
 - a. Briefly describe the scope of services being proposed for this project
 - b. Describe how the firm will approach providing the required services in a high quality cost effective manner to the County for this project.
 - c. Describe other appropriate factors or items that the firm believes differentiates it from other firms proposing for this project.
5. Identification of proposed project organization and staffing
 - a. Provide a listing of all staff to be assigned to the Project, including detailed resumes.
 - b. Identify the roles and responsibilities to be fulfilled by each staff member assigned to the Project.
 - c. Identify current weekly contract commitments of staff to be assigned to the Project.
6. Provide a **not-to-exceed** cost amount for the services described in the Scope of Work describe in this RFP. Also for any additional work that might need to be added to the Scope of Work, provide hourly rates, unit laboratory testing costs and any other billable costs for each service anticipated to be provided for this project.
7. Proof of insurance (workers compensation, general and automobile liability).

VII. Selection Process

The proposal packages submitted by consultants will be evaluated and ranked based upon the criteria identified below. If the County determines it to be necessary, interviews may be held with the highest ranked firms.

1. The following criteria will be the basis on which consultants will be selected for further consideration:
 - a. Firms and/or individual qualifications and experience (20 pts.)
 - b. Similar project references (10 pts.)
 - c. Approach to providing services (25 pts.)
 - d. Capacity to perform Scope of Work in a timely and professional manner (15 pts.)
 - e. Cost to conduct all tasks listed in Scope of Work (25 pts.)
 - f. Proof of Insurance (5 pts.)

VIII. Funding Availability

- A. It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IX. Submission of Proposals

Submit four (4) complete proposals in a sealed package **no later than 2:00 p.m. on Monday, June 27, 2016**. Proposal should be addressed and delivered as follows:

**Proposal for Testing and Inspections Services
Jail Access Road and Transit Center Project**

Tuolumne County
County Administrative Office
2 S. Green St., 4th Floor
Sonora, CA 95370

X. Professional Services Agreement

The County's will develop a Standard Form of contract for Testing and Inspection Services. A comparative copy for similar consultant services is attached for your review.

XI. General Comments

1. Any cost incurred by respondents in preparing or submitting a Request for Qualifications and Proposal for the Project shall be the respondents' sole responsibility.
2. All responses, inquiries or correspondence relating to this Request for Proposal will become the property of Tuolumne County when received.
3. Any specific questions regarding the Request for Proposal should be directed to Maureen Frank (209) 533-5511 or mfrank@co.tuolumne.ca.us. If it becomes necessary to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, a written addendum will be sent to each recipient of record of the original RFP.
4. After June 3, 2016 Project plans and specifications are available from Sonora Blueprint, 730 Mono Way, Sonora, CA95370, (209) 532-5223 or sonorablue@gmail.com and in many Northern California Builders Exchange offices. In addition, plans and specifications are available for review at the Tuolumne County Administrator's Office.

XII. Attachments

- Copy of Standard Form of Agreement for Consultant Services



A detailed map of the area around East Sonora, California. The map shows several streets including Sullivan Creek Road, Johnson Lane Road, Kono Way, Toluimne Road, Terrace Drive, Old Wards Ferry Road, Sanguinetti Road, Mono Way, Guzzi Lane, Drenco Drive, Greenley Road, Cedar Road, Pine Road, Barretta Street, S Washington Street, Southgate Drive, S Forest Road, and Southgate Drive. A shaded circular area labeled "PROJECT SITE" is located near the intersection of Sanguinetti Road and Mono Way. Highway shields for SR 108, SR 49, and SR 160 are also shown. The map includes topographical features like hills and a river or creek.



CUT: 25,500 CY
FILL: 19,543 CY
NET: 3,600 CY. <CUT>

BY: _____ DATE: _____
DISTRICT ENGINEER

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR



Know what's below.
Call 844.4.4.4.

TITLE SHEET

NO.	REVISION	DATE
PROJECT MANAGER		
WFS		
DRAWN BY	JCSJP	CHECKED BY
DATE	MAY 6, 2016	WFS
CAD FILE	0046-01-IN15.dwg	
JOB NUMBER	0046-01-IN15	
SHEET		

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of July, 2016, by and between the County of Tuolumne, a political subdivision of the State of California, ("County"), and _____, a Corporation, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County.

2. SERVICES

Contractor shall perform the services as described in written proposal which is attached, referenced as Exhibit A, "Scope of Work," and hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$_____. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies:

- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

- ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.

- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for

and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

(Signer Name)

(Title of signer)

(Company Name)

(Address)

_____, CA _____

Fax:

COUNTY:

Craig L. Pedro

County Administrator

County of Tuolumne

2 South Green Street

Sonora, CA 95370

Fax: (209) 533-5510

9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

10. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Deputy County Administrator.

12. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

13. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon 14 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
- D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

14. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

15. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

16. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

18. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

19. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

20. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

23. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

24. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

25. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

26. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

27. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to

furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Craig Pedro County Administrative Officer	By:
APPROVED AS TO LEGAL FORM:	
By: Carlyn Drivdahl, County Counsel	

Exhibit A
SCOPE OF WORK

Exhibit B
COST PROPOSAL